

ENTERED

January 29, 2025

Nathan Ochsner, Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISIONU.S. BANK NATIONAL ASSOCIATION §
as Trustee for CSMC MORTGAGE- §
BACKED TRUST 2007-3, and PHH §
MORTGAGE CORPORATION, §
Individually and as Successor- §
in-Interest to OCWEN LOAN §
SERVICING, LLC, §

Plaintiffs, §

v. §

JOSEF M. LAMELL a/k/a J. M. §
ARPAD LAMELL, §

Defendant. §

CIVIL ACTION NO. H-19-2402

FINAL JUDGMENT

In accordance with the court's findings and conclusions set out in its Memorandum Opinion and Order, after hearing the evidence at trial, the court enters the following Final Judgment. It is therefore,

ORDERED, ADJUDGED, AND DECREED that an event of default has occurred on that certain InterestFirst Note (the "Note") in the original principal amount of \$566,000.00 payable to Home123 Corporation ("Home123") and bearing interest at the initial rate of 6.625% per annum executed by Defendant on or about September 25, 2006. It is further,

ORDERED, ADJUDGED, AND DECREED that that certain Deed of Trust dated September 25, 2006, executed by Defendant and recorded in the Official Records of Harris County, Texas, as Instrument No. 20060088945, provides Mortgage Electronic Registration Systems, Inc. (as the nominee of Homel23) and Homel23 and its successors and assigns with a first lien security interest on that certain real property commonly known as 5131 Glenmeadow Drive, Houston, Texas 77096 (the "Property"), and more particularly described as follows:

LOT SEVEN (7), IN BLOCK TWENTY-SIX (26) OF REPLAT "1" OF MEYERLAND, SECTION EIGHT (8), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 84, PAGE 64, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

It is further,

ORDERED, ADJUDGED, AND DECREED that U.S. Bank is the current holder and owner of the Note and beneficiary of the Deed of Trust. It is further,

ORDERED, ADJUDGED, AND DECREED that PHH is the mortgage servicer for U.S. Bank and thus has standing to foreclose pursuant to Texas Property Code Section 51.0025. It is further,

ORDERED, ADJUDGED, AND DECREED that the following are secured by the Deed of Trust on the Property: the outstanding balance of the Note, which through November 14, 2024, is \$1,679,882.94; prejudgment and post-judgment interest at the Note interest rate of 6.625% per annum; attorneys' fees; and costs of court. It is further,

ORDERED, ADJUDGED, AND DECREED that Plaintiffs or their successors or assigns, may proceed with foreclosure on the Property as provided in the Deed of Trust and Texas Property Code § 51.002. It is further,

ORDERED, ADJUDGED, AND DECREED that all foreclosure notices may be mailed to Defendant at 5131 Glenmeadow Drive, Houston, Texas 77096. It is further,

ORDERED, ADJUDGED, AND DECREED that Defendant released any claim or defense that the statute of limitations bars the foreclosure of the Property and therefore that Defendant's statute of limitations defense presents no impediment to Plaintiffs' proceeding with foreclosure of the Property as provided in this Judgment. It is further,

ORDERED, ADJUDGED, AND DECREED that Plaintiffs shall have and recover from Defendant reasonable attorneys' fees in the amount of \$174,492.19.

Defendant's claims for declaratory judgment in § VIII, subsections 2(a)-(d) and for Release of Deed of Trust Lien in § X of Defendant's Answer to Second Amended Complaint and Counterclaims dated May 7, 2024,¹ are **DISMISSED WITH PREJUDICE**.

¹Docket Entry No. 168, pp. 13-15. See also Joint Pretrial Order, Docket Entry No. 186, p. 2 ¶ 2 ("Mr. Lamell counterclaimed against Plaintiffs for declarations that: the limitations for a suit on the Note has expired; the enforcement/foreclosure provisions of the Deed of Trust are void; Plaintiffs have no authority to foreclose; and Plaintiffs are permanently barred from
(continued...)

This is a **FINAL JUDGMENT** that disposes of all parties and all claims.

All relief not specifically granted herein is **DENIED**.

Costs will be taxed against Defendant.

SIGNED at Houston, Texas, on this 29th day of January, 2025.



SIM LAKE
SENIOR UNITED STATES DISTRICT JUDGE

¹(...continued)
bringing a suit or claim to collect on the Note. He also seeks release of insurance settlement funds held in an IOLTA account of Plaintiffs' appellate counsel."). Defendant's claim for release of the IOLTA insurance funds was struck by the court for the reasons stated in the May 15, 2024, Memorandum and Recommendation, Docket Entry No. 171, pp. 15-16.